



Ptarmigan Property Services Inc.

PO Box 680820 - Park City, Utah 84068
(435) 645-8300
redpinetownhomes@ptarmiganps.com

Dear Red Pine Townhome Owner,

Ptarmigan Property Services, the Townhome property manager, and the Townhome Board both recognize many Owners wish to update their Unit with an interior alteration of some type.

There has been a policy in place for many years to reach out to Ptarmigan with your alteration plans for proper approval. This policy has not always been followed by Owners.

The Board and the Property Manager have a fiduciary duty to safeguard the Building Units, along with the property as a whole.

Ptarmigan Property Services and the Board have worked together over the past year to come up with the following Remodel Package which henceforth is a requirement of an Owner before work can begin.

Regulating projects will ensure all the appropriate permits, inspections, contractor licenses, and insurance certificates are secured, thereby protecting the Community. In addition, the potential disruption of an alteration can easily become a source of annoyance and source of conflict among neighboring Units. Regulating such work and requiring HOA approval before starting a project can prevent and minimize potential conflicts.

Any Owner looking to remodel his Unit must adhere to all rules in the following HOA Remodel Procedures. FAILURE TO DO SO WILL RESULT IN A DOUBLING OF THE PROJECT FEE SCHEDULE, along with possible work stoppage, removal of non-code conforming construction and other items not in compliance with Summit County codes or Red Pine CCR's and its rules and regulations at a cost to be borne by the Unit Owner.

Thank you for your cooperation. If you have any questions, or if you are planning to get started on a remodel project, please contact us after reviewing the requirements. Ptarmigan can be reached at 435-645-8300 and at redpinetownhomes@ptarmiganps.com

Sincerely,

Ptarmigan Property Services
Red Pine Townhome Board

HOA REMODEL PROCEDURES

1. ALL proposed alteration and remodel plans must be submitted to the HOA for review and approval by the HOA Management. Minor and minimally invasive remodel plans may be approved without the requirement of additional paperwork. Special exceptions may also be made in case of emergency.
2. Larger projects that may require ‘building’ permits will require a pre-construction “walk-through” with contractor and Management Company (and owner if possible) present to clarify all aspects and details of the project.
 - a. Smaller remodel projects may not be required to pay the \$300 base fee. Fee may be reduced by Management Company based on scope of work as determined by meeting with the contractor.
3. Owner and Contractor will then fill out an alteration/remodel application and submit it to the HOA.
4. Contractor is required to produce a copy of contractor license, liability insurance, and workman’s compensation insurance, as well as a document naming the HOA and Management Company as an “additional insured” on valid general liability and workers’ compensation policies with coverage of no less than \$500,000 per occurrence. If the project is managed by a ‘homeowner’ (not a general contractor), the homeowner will be required to produce a general liability policy as well as a document naming the HOA as an “additional insured” as it relates to the project.
5. Condominium/PUD Permission to Build form will be completed by Management Company and the appropriate Building Department (including demo permit from Summit County Building Department).
6. Contractor is required to obtain all required permits and post them in the front window of the unit (the closest window to the front door).
7. Contractor will provide tentative start and finish dates of the project and provide updates to the Management Company if the project completion is extended beyond the scheduled completion date.
8. Contractor must honor work hours designated by the HOA, as well as rules regarding dumpsters and material staging, and HOA parking rules. Construction hours are 8AM-6PM (MST).
9. After work is completed, final inspection must be passed by the Summit County building department. Official documentation must be provided to the HOA Board and Management Company.
10. Project will be deemed completed upon building department final inspection approval.

REMODEL / ALTERATION APPLICATION

Ptarmigan Property Services

Please return completed and signed Application to Ptarmigan Property Services HOA Management c/o Alan Johnson at P.O. Box 680820, Park City, UT 84068, or email to redpinetownhomes@ptarmiganps.com for consideration by the Board for approval.

APPLICANT

Name		Date	
Property Address		Unit #	
Mailing Address			
Email		Phone	

ALTERATION

Description of Alteration ("Alteration")*			
Cost of Alteration	The estimated cost of the alterations is:	\$ _____	
Permits	I have/will obtain all required permits	Yes	No
Payment of Assessments	I certify that I am current on all assessments	Yes	No
Alteration Documents	I have attached all related documents	Yes	No

*Removing/Altering a partition wall or creating an aperture between adjoining units requires strict adherence to Utah Code 57-8-4.5.

Note: Applicants will be invoiced by the HOA for the management and administration of this process. See Schedule 'A' for estimated costs per project. Fees will be collected for actual time spent reviewing and approving plans and conducting inspections of work.

AGREEMENT

By submitting this Application, the Owner AGREES AS FOLLOWS:

1. **Scope of Work.** All proposed Alterations shall be fully described and submitted to Homeowner Association for review; and must be approved in writing prior to the commencement of any work. Any and all plans, blueprints, designs, photos, sketches, list of materials, contractor's certificate of insurance, or other information pertinent to this Application (the "Alteration Documents") must be submitted with this Application. The Owner must obtain all applicable building permits and approvals and provide such to the Association prior to commencement of any work. Any deviation from the Application or Alteration Documents is expressly prohibited and performance of such unauthorized alterations may subject any violating Owner to fines or corrective action. Amendments to the Application may be authorized after written approval by the Board and the applicable Summit County official(s), as necessary.
2. **Construction Rules.** Work on the Alteration shall be performed only during the hours between 8:00 AM and 6:00 PM (MST). The site of the Alteration must be cleaned and tidy at the end of each day and no materials or equipment may be left outside of the Unit unless previously approved by the Association in writing. An Owner or their agents may not dispose of any materials in the Association's trash dumpsters. Prior authorization must be obtained from the Association, in writing, regarding size, location, and duration before bringing or maintaining an onsite dumpster.
3. **Diligent Construction.** An approval for an alteration project expires after 12 months ("Construction Period") and is automatically revoked if work has not commenced or ceases to continue substantial progress. If the Alteration is not completed within the Construction Period, the Owner must request a written extension from the Board. The Board may grant extensions as it deems appropriate. If the Alteration is not completed within the Construction Period, subject to any extensions, the Owner may accrue fines of \$150.00 every 10 days until the Alteration is complete.
4. **Deposit.** Owner shall submit the applicable fee for processing detailed in Schedule 'A'.
5. **Compliance with Association Standards and Rules and Regulations.** Owners shall provide copies of the Association's governing documents and ensure their agent's compliance with the covenants, conditions, restrictions, easements, rules, regulations, design guidelines, applicable building or fire codes, applicable building permits or approvals, and the like (the "Association Standards") contained in the Association's governing documents.
6. **Liability for Damage and Indemnity.** Owner assumes complete liability for all injuries to persons and/or property damage to the Common Area or other Units arising out of the Alteration. If the damage is not repaired in a timely manner, as determined at the discretion of the Board, the Association may make the repairs and assess the costs therefore against the Owner. Approval or inspection of the Alteration shall not relieve the Owner from bearing full liability for any injury or damage related to the Alteration. Owner agrees to indemnify, hold harmless and defend the Association or its officers, directors, employees, and agents from any and all claims or losses arising from the Alteration or the actions of the Owner or the Owner's agent(s), including claims of NEGLIGENCE.
7. **Liability for Mitigation.** Owner assumes complete liability for all expenses incurred by the Association in mitigating damage to the Common Area and/or other Units arising out of the Alteration. Such expenses may be assessed against the Owner in the discretion of the Association.
8. **Concealed Conditions.** All Building and Fire Code violations and/or deficiencies discovered during the course of the Alteration shall be reported to the Association and shall be corrected at the responsible party's cost. The Association shall not be liable for any injury or damages related to or resulting from unreported conditions.

9. **Licensed and Insured Vendors.** Only licensed and insured construction managers, contractors, subcontractors, vendors, or similar persons shall make, direct, or oversee Alterations within the Association. Any person acting in any capacity relating in any way to the performance of an Alteration must carry or be covered by both a Workers Compensation Insurance policy and a Commercial General Liability Insurance policy with limits of not less than \$500,000. Even if licensed and insured, any such person otherwise qualified to perform an Alteration may be banned from performing Alterations within the Association if, in the opinion of the Board, such person is unreliable, unsafe, or has a pattern of violating the Association's Standards or applicable law. All employees or agents of a person conducting an Alteration must have and provide, if asked, a valid Utah or similar government form of identification.
10. **Inspections.** The Association shall have the right, but not the obligation, to periodically inspect the Alteration without prior notice. Owner agrees to allow reasonable inspections. If an inspection is denied, Owner agrees to halt all work on the Alteration until an inspection is granted. Such inspections do not relieve the Owner of their obligations to adhere to the approved Application or any damage or injury resulting from or reasonably connected to the Alteration.
11. **Water and Utility Shutoffs.** Water and utility shutoffs to the Unit shall be coordinated and pre-approved by the Association or its agents at least two business days prior to the requested shutoff date.
12. **Enforcement Provisions.** The Association shall have the authority to impose monetary penalties, fines, suspend work as well as workers' access to the Alteration, cure the violation or repair the damage and assess the costs of such against the Owner, or take any such other action as permitted by Utah law or under the Association's governing documents. The Association shall not be limited to any single enforcement remedy and may use enforcement action cumulatively, as deemed necessary or appropriate by the Board.
13. **Dispute Resolution.** Any dispute under this Application must proceed to mediation prior to filing a lawsuit.

OWNER: I hereby certify with my signature that I have read, reviewed, and accept these terms and the Association's governing documents and agree to comply with all Association standards set forth therein. I also certify that I have the authority to bind all other Owners, if any, of the Property Address listed above.

Owner Signature

Date

Schedule 'A' Part 1: HOA Alteration Application Fees

INSTRUCTIONS: Please select each box that applies to your Application Fee(s):

Note: Fees are approximations and may change based on actual time spent reviewing and approving applications and conducting inspections.

Nature of Alteration	Requirements	Fees	Check ALL Applicable Boxes
New Windows	-Meeting with contractor -Review & approve product and installation -Final inspection	\$150	
New Exterior Doors	-Meeting with contractor -Review & approve product and installation -Final inspection	\$75	
Water Heater	-Installation approval -Final inspection	\$75	
A/C Split Units	-Meeting with contractor to approve plan, product, and installation requirements -Final inspection	\$150	
Interior Alteration (Summit County Building Department permit required), total project under \$20k	-Processing and filing application documents and plans -Meeting with contractor to approve plans -Final inspection	TBD (based on contractor meeting)	
		Total Alteration Fees:	

Note: All Alterations require at least one inspection, which is included in the non-refundable Base Fee.

Please make checks payable to the Red Pine Townhome HOA and mail to PO Box 680820, Park City, Utah 84068.

Schedule 'A' Part 2: HOA Remodel Application Fees

INSTRUCTIONS: Please select each box that applies to your Application Fee(s):

Note: Fees are approximations and may change based on actual time spent reviewing and approving applications and conducting inspections.

Nature of Remodel	Requirements	Fees	Check ALL Applicable Boxes
Remodel (Summit County Building Department Permit Required, i.e. electrical wiring, plumbing, structural changes, etc.), total project between \$20k and \$50k	-Processing and filing application documents and plans -Meetings with contractor -Review & approve plans and installation -Periodic inspections as needed -Final inspection	\$300 Base Fee	
Remodel (Summit County Building Department Permit Required, i.e. electrical wiring, plumbing, structural changes, etc.), total project over \$50k OR lasting over 3 months	-Processing and filing application documents and plans -Meetings with contractor -Review & approve plans and installation -Periodic inspections as needed -Final inspection	\$200 (additional to \$300 base fee)	
		Total Remodel Fees:	

Note: All Remodels require at least one inspection, which is included in the non-refundable Base Fee.

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